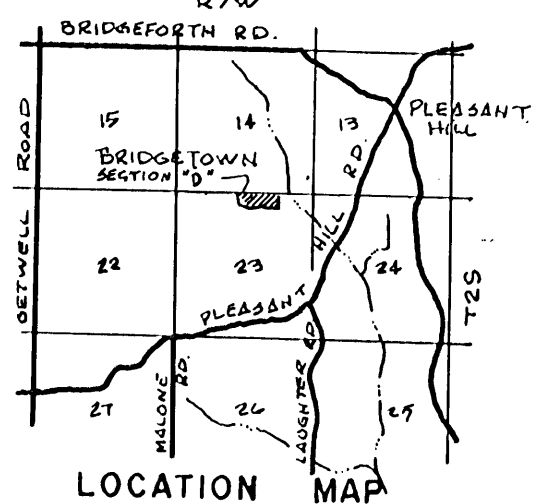


16

FINAL PLAT
OF
BRIDGETOWN
SECTION "D"

Partial Release of 25 Eastmont Lot 462 Recorded in
DeSoto County Book
No. 376 Page 480
This 25 day of July 2000
10 & 11/2 Clerk
by B Cleveland

LOCATED IN SECTION 23, TOWNSHIP 2, SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI.
3.9 ACRES ZONED "R-1" APRIL 10, 1980



LOCATION MAP

Together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Existing Property except as hereinafter provided.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot or living unit which is subject by covenants of record to assessment by the Association shall be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of any obligation shall not be a Member.

Section 2. Voting Rights. The Association shall have two classes of voting membership.

Class A. Class A members shall be all those Owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each lot or living unit in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any lot or living unit all such persons shall be members, and the vote for such lot or living unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot or living unit.

Class B. Class B members shall be the Developer. The Class B member shall be entitled to two times the total number of votes to which all Class A members are entitled, provided that the Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(a) When the total number of votes to which the Class B member would be entitled (if the Class B membership were converted to Class A membership) is less than 1/3 of the total votes; or

(b) On December 31, 1984

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each lot or living unit in which it holds the interests required for membership under Section 1.

For purposes of determining the votes allowed under this Section, when Living Units are counted, the lot or lots upon which such living units are situated shall not be counted.

ARTICLE IV
PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every lot or living unit.

Section 2. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding any provision herein, the Developer covenants, for itself, its heirs and assigns that it shall convey the Common Properties to the Association, free and clear of all liens and encumbrances, not later than December 31, 1984.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

IRON PINS SET AT REAR LOT CORNERS AND ON
SIDE LOT LINES 35 FEET FROM FRONT CORNER.

▲ DENOTES CONCRETE MONUMENT SET

- (a) the right of the Developer and of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition of continued enjoyment by the members and, if necessary, to open the debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and
- (b) the right of the Association to take such steps as are reasonably necessary to protect the abovescribed properties against foreclosure; and
- (c) the right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed ninety (90) days for any infraction of its published rules and regulations; and
- (d) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and
- (e) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be approved by the Members, provided that no such dedication or transfer, determination as to the purpose or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the total votes of the membership or condition, and unless written notice of the proposed agreement or condition is sent to every Member at least ninety (90) days in advance of any action taken; and
- (f) the right of the Association to enter into licensing agreements for the use of the Common Properties with owners of properties not subject to this Declaration which front on (or which abut properties fronting on) any lake owned by the Association.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Developer for each lot and living unit owned by him within the Properties hereby covenants and each Owner of any lot or living unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided; each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The Association may proceed in law or equity against the owner of any lot or living unit to collect the annual or special assessments, together with such interest thereon and costs of collection thereof including attorney's fees necessary to the collection thereof.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Members within the Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon the Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

Section 3. Basis and Maximum of Annual Assessments. Annual assessments shall be as follows commencing January 1, 1981 for the next calendar year and at the end of such period the annual assessments may be increased by vote of the members, as hereinafter provided:

\$10.00 for each S-1 Lot
\$10.00 for each S-2 Lot
\$10.00 for each S-3 Lot
\$20.00 for each P-1 Lot
\$10.00 for each P-2 Living Unit
\$10.00 for each M-1 Living Unit

The Board of Directors of the Association may, after consideration of current maintenance costs and future costs and needs of the Association, fix the actual assessment for any year at a lesser amount provided that the assessment for each of the above categories is reduced proportionately.

Assessments may be collected on a quarterly or yearly basis as determined from time to time by the Board of Directors.

For the purposes of this Section 3, the following definitions shall apply:

S-1 Lot means any single family residential lot for which a building permit has been issued for construction of a free-standing residence.

S-2 Lot means any single family residential lot for which no building permit for construction of a residence has ever been issued.

S-3 Lot means each single family residential lot in addition to one S-1 Lot or one S-2 Lot owned by the same Member for which no building permit has ever been issued for construction of a residence. To qualify as an S-3 Lot, record title thereto must be exactly the same as that for the related S-1 or S-2 Lot.

P-1 Lot means any planned unit residential lot subject to the indenture of any Area Association which is improved with a residence attached to a party wall to an adjoining residence after title to the lot has been transferred by the builder to the first user thereof.

P-2 Living Unit means any occupant-owner living unit after title thereto has been transferred by the builder to the first user thereof. For example: a condominium unit not situated on its own lot.

M-1 Living Unit means any living unit in a multi-family structure owned by a single party from and after the date on which such living unit is first occupied by a tenant.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the total votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of a majority of the total votes of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 2 hereof.

Section 6. Quorum for Any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows: At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) per cent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the

DOUGHERTY ENGINEERING, INC.
CIVIL ENGINEERS MEMPHIS, TENNESSEE

Section 1. Purpose. Certain areas of the Properties may encompass common facilities not designed for use generally by the Members (or the Community Association) requiring the creation of a localized association for maintenance and operational

Section 1. General Rule of Law to Apply. Each wall which is built as part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a Party Wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding Party Walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 1. Review by Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any other addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. Reference in this Declaration to "Architectural Control Committee" shall apply either to the aforesaid committee or the Board of Directors, whichever happens to be acting at the time. In addition, Owners of waterfront lots shall submit for approval plans for prevention of erosion and for prevention of soil from entering the lake. In the event said Board, or its designated committee, shall fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Properties, the Association may provide exterior maintenance upon each lot and Living Unit which is subject to assessment under Article V hereof, as follows: paint, repair and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements.

(m) Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently.

(a) Signs: No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any lot except by the Developer or owner when approved by the Developer. This covenant shall be in effect until December 31, 1980.

(b) Drilling and Quarrying: No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring oil or natural gas shall be erected, maintained or permitted upon any lot, except by Developer. This covenant shall be in effect until December 31, 1980.

(c) Dumping of Refuse: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, or incinerators or other equipment for the storage or disposal of such material, which equipment shall be kept in a clean and sanitary condition.

(d) Sewage Disposal: No individual sewage treatment system shall be permitted on any lot. All sanitary sewer lines shall connect with the central sewage disposal system provided. Water from downspouts or any surface water shall not be permitted to drain into the sanitary sewer system.

(e) Water Supply: No individual water supply system shall be permitted on any lot, except for use in air conditioning and sprinkler systems.

(f) Utility Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved to the Developer as shown on recorded Plats. Such easements shall include the right of ingress and egress for construction and maintenance purposes. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage any structure installed in accordance with said easement, or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the Owner, except for those improvements for which a public authority or utility company is responsible.

(g) Care and Appearance of Premises: The structures and grounds on each lot shall be maintained in a neat and attractive manner. The Association shall have the right, upon twenty (20) days notice to the Owner of the property involved, setting forth the action intended to be taken, and if at the end of such time such action has not been taken by the Owner, at the expense of the Owner, to remove trash or rubbish, to cut, trim or remove cut grass, weeds and vegetation and to trim or prune, any hedge or other planting that in the opinion of the Architectural Control Committee, by reason of its location or the height to which or the manner in which it is permitted to grow, is detrimental to adjoining property or is unattractive in appearance. The Association shall further have the right, upon like notice and conditions, to care for vacant and unimproved property, and to remove grass, weeds and rubbish therefrom and to do any and all things necessary or desirable in the opinion of the Architectural Control Committee to keep such property in neat and good order, all at the cost and expense of the Owner. Such costs and expenses incurred by the Association shall be paid to the Association upon demand and if not paid within ten (10) days thereof, the Association may proceed in law or equity against the Owner to recover such costs and expenses incurred by the Association, plus reasonable attorney's fees necessary to the collection thereof.

(h) Exterior Colors: The exterior finishing colors on all structures as originally approved by the Architectural Control Committee shall be maintained and shall not be changed without the approval of the Architectural Control Committee.

(i) All residents must at all times comply with all of the laws and regulations of DeSoto County, Mississippi, pertaining to building, zoning and subdivisions.

(j) There shall be no hunting on any of the Properties, nor shall there be any discharging of firearms thereon.

(k) The Association may regulate speed limits within the boundaries of the Property insofar as such regulation is not inconsistent with the laws of DeSoto County and the State of Mississippi.

Section 2. Provisions Applicable to Lots Designated for Single-Family Dwellings. Any lot subject to this Declaration designated on a recorded plat for single-family dwelling purposes shall be subject, in addition to the General Provisions, to the following use restrictions:

(a) Land Use: None of said lots may be improved, used or occupied for other than private residence purposes (except for model homes used by the Developer) and no flat or apartment house, although intended for residential purposes, may be erected thereon. Any residence erected or maintained on any of said lots shall be designed for occupancy by a single family.

(b) Height Limitation: Any residence erected on any of said lots shall not be more than two (2) levels in height, above ground, provided, that a residence more than two (2) stories in height may be erected on any of said lots with the written consent of the Architectural Control Committee.

(c) Minimum Use Requirements: No structure shall be erected, altered, placed or permitted to remain on any of the numbered lots other than new construction. No more than one residence shall be erected and maintained at any time upon any one of the numbered lots. However, nothing in any of these restrictions shall be construed as prohibiting the owner of two or more contiguous lots from erecting one residence thereon and locating the same as if said contiguous lots were but one single lot, and upon completing such construction said lot shall thereafter be considered as one lot.

Any residence erected on a lot having lake frontage shall have a minimum ground floor area of 1,600 square feet in the case of one-story dwellings, exclusive of open porches, carports or garages and in the case of two-story dwellings, the minimum ground floor area shall not be less than 1,200 square feet.

Any residence erected on a lot facing the lake shall have a minimum ground floor area of 1,400 square feet in the case of one-story dwellings, exclusive of open porches, carports or garages, and in the case of two-story dwellings, the minimum ground floor area shall not be less than 1,100 square feet.

Any residence erected on a lot not facing the lake shall have a minimum ground floor area of 1,300 square feet in the case of one-story dwellings,

exclusive of open porches, carports or garages and in the case of two-story dwellings, the minimum ground floor area shall not be less than 1,000 square feet.

(d) Building Lines: No residence shall be located on any of the above numbered lots, closer than thirty-five feet to the front line of said lot and every residence shall face the street on which the lot fronts, except that any residence erected on a corner lot may face either street or both streets, but shall not be located closer than thirty-five feet to said streets. No building shall be erected or located closer than eight feet to an interior lot line or nearer than sixteen feet to a building on the adjacent lot. The total of side line setbacks per lot, shall conform to a minimum of twenty feet. No garage or other out building located or erected on a corner lot shall be constructed any closer to the side street line than the principal residence on said lot is located or erected. No residence on a lot abutting the lake or lakes shall be located closer than thirty feet to the rear line of said lot. In no event, shall any construction be allowed on a utility easement containing therein sewage lines and any such construction on any type of utility easement shall be done at the owner's risk. However, a residence or part of any residence may be located on any lot nearer than the said building line shown upon said plat with the written consent of the Architectural Control Committee.

Provided, however, the following enumerated parts of any residence may project over the above described front, side and rear lines, for the distance shown, to-wit:

(a) Window Projections: Bay, bow or oriel, dormer and other projecting windows not exceeding one story in height may project a distance not to exceed one (1) foot.

(b) Eave Projections: Cornices, awnings, chimneys, brackets, planters, grillwork, trellises and other similar projections for purely ornamental purposes, may project a distance not to exceed one (1) foot.

(c) Porch Projections: Unenclosed, covered porches, balconies and porte cocheres may not project beyond the front building line.

(d) Unoccupied Structures: No residence shall be permitted to stand upon the exterior in an unfinished condition for longer than six (6) months after commencement of construction. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than three (3) months.

(e) Garages and Carports: All garages and carports must be attached to the main dwelling house, unless otherwise approved by the Architectural Control Committee. All garages facing any street must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house fronting on the street.

(f) Frontages: All dwelling houses shall front or present a good frontage on the street on which it is located as shown on the recorded plat unless otherwise approved by the Architectural Control Committee. Dwelling houses located on corner lots shall front or present a good frontage on both streets unless otherwise approved by the Architectural Control Committee.

Section 3. Provisions Applicable to Lakes and to Waterfront Lots. Any lot or parcel of land which is adjacent to a lake as shown on any recorded plat shall be subject to the following use restrictions. Waterfront lots designated for single family dwelling purposes shall also be subject to the provisions of Section 2 above.

(a) Bathhouses, Docks and Wharfs: No bathhouse, dock, wharf, or other structure of any kind shall be erected, placed, or altered, on the shores of a lake, unless the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, location with respect to topography and finish grade elevation, and as to desirability per se. It is the intention of this instrument to authorize the committee in its sole discretion to approve or disapprove any such bathhouse, dock, wharf or other structure on the lakefront. The Architectural Control Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph.

(b) Shoreline Contours: Shoreline contours of lakes may not be changed without the written approval of the Architectural Control Committee. No lot shall be increased in size by filling in the waters upon which it abuts.

(c) Rules and Regulations: Rules and regulations for the use and enjoyment of lakes may be promulgated by the Association, including, by way of example but not limitation, the size of motors which may be used thereon.

(d) Refuse: No refuse of any kind shall be disposed of or placed in the lake.

(e) Vehicle Parkings: No vehicle shall be stored within twenty (20) feet of the shoreline without approval of the Architectural Control Committee.

ARTICLE II EASEMENTS

Section 1. Easement for Installation of Post Lamps. There shall be and is hereby reserved to the Developer a perpetual and nonexclusive easement to install a post lamp on any lot at any time, such easement to include, but not be limited to, the right to install, relocate and maintain all necessary underground wire and/or leads into any living unit situated upon the Property.

Section 2. Easement for Landscaping and Related Purposes. There shall be and is hereby reserved to the Developer a perpetual and nonexclusive easement over all lots, or any Common Area or Community Facility, for a distance of ten (10) feet behind any lot line which parallel a street (whether public or private) for the purpose of erecting and maintaining street intersection signs, directional signs, temporary promotional signs, entrance features, lights, stone, wood

or masonry wall features and/or related landscaping.

Section 3. Context. As used in this Article, the term "lot" shall be deemed to include all parcels or property which are part of the Property.

ARTICLE XII GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds (2/3) of the lots or Living Units has been recorded, agreeing to change said covenants and restrictions in whole or in part. For purposes of meeting the two-thirds (2/3) requirement, when Living Units are counted, the lot or lots upon which such Living Units are situated shall not be counted. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears a Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal on the day and year first above written.

BRIDGETOWN, INC.

by W.C. Jenne, Jr., President

ATTEST:

Betty L. Bailey
Secretary

STATE OF MISSISSIPPI

COUNTY OF DESOTO

On this 10th day of April, 1980, before me appeared W.C. Jenne, Jr., who, to me personally known, who, being by me duly sworn, did say that he is the President of Bridgetown, Inc., a corporation of the State of Mississippi, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and said W.C. Jenne, Jr., acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

James C. Ann
Notary Public

My commission expires:

3/3/84

OWNER'S CERTIFICATE OF DEDICATION

We, the undersigned, owner of the property herein Platted and further described in the Certificate of Survey, have caused the same to be surveyed and subdivided in the manner shown hereon and said subdivision shall hereafter be known as "BRIDGETOWN, SECTION D". The building lines as shown thereon are hereby established. The easements shown hereon are hereby granted to the South Central Bell Telephone Company, the Mississippi Power and Light Company, and to Bridgetown, Inc. their successors and assigns as their interests appear for public utility and sewer or drainage purposes. An easement over all areas designated as Park, or Common Property is hereby reserved to Bridgetown, Inc. their successors and assigns for public utility and sewer or drainage and for recreational use purposes. The Streets shown hereon are hereby dedicated to the public use forever. All lots in this subdivision are hereby made subject to the DECLARATION OF COVENANTS AND RESTRICTIONS enumerated hereon.

We, the undersigned, hereby certify that we are the owners of the lands encompassed by this subdivision in fee simple title, and that said property is not encumbered by any mortgage, or any taxes that have become due and payable. Signed this 3rd day of November, 1980.

Owners of all of BRIDGETOWN, SECTION D, except lots 460 and 404.

W.C. Jenne, Jr.
President

Betty L. Bailey
Secretary

Owners of lot 460 of BRIDGETOWN, SECTION D.
Richard McCracken
Richard A. McCracken

Owners of lot 404 of BRIDGETOWN, SECTION D.
Mike Savage
Mike Savage

and owner of all of Bridgetown, Section D, except lots 460 and 404.
S & W CONSTRUCTION COMPANY of Tenn., Inc.
by: Mike Savage

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named: W.C. Jenne, Jr., President

Betty L. Bailey, Secretary
Richard A. McCracken, Secretary
Mike Savage, Secretary

who acknowledged the above and foregoing instrument on the date therein mentioned as their free and voluntary act and deed and for the uses and purposes therein set forth.

Given under my hand and official seal of office this 3rd day of November, 1980.

James C. Ann
Notary Public

STATE OF MISSISSIPPI

COUNTY OF DESOTO

APPROVED BY THE DESOTO COUNTY PLANNING COMMISSION OF DESOTO COUNTY, MISSISSIPPI, ON THE 23rd day of May, 1980.

Angie N. Hester
Chairman

APPROVED BY THE BOARD OF SUPERVISORS OF DESOTO COUNTY, MISSISSIPPI ON THE 4th day of June, 1980.

Harold D. Bullock
President

H.M. Dugan
Secretary

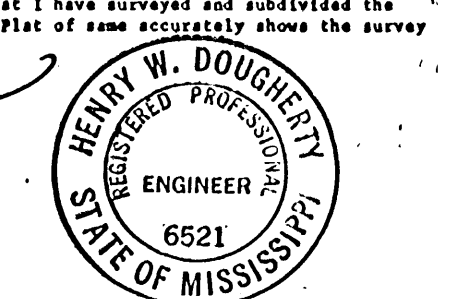
I, the undersigned, Chancery Court Clerk for Desoto County, Mississippi, do hereby certify that the Subdivision Plat shown hereon was filed for record in my office at 1:25 o'clock P.M., on the 16th day of May, 1980, and was immediately recorded in Plat Book Number 28, Page(s) 16, 17.

H.M. Dugan
Chancery Court Clerk

CERTIFICATE OF SURVEY

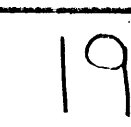
I, the undersigned, do hereby certify that I have surveyed and subdivided the property as shown hereon, and that this Plat of same accurately shows the survey and is true and correct.

Henry W. Dougherty
Surveyor



BRIDGETOWN
SECTION "D"

APRIL 10, 1980 SHEET 3. OF 4



N 89°-33'-35" W . NORTH LINE OF SECTION 23, T2S, R7W

31.5' PERMANENT EASEMENT AND RIGHT-OF-WAY (NORTH CENTRAL MISSISSIPPI POWER ASSOCIATION)

